



Planning & Building Department

Planning Division | Development Processing

APPLICATION ■ DEVELOPMENT PROCESSING ■ TYPE B
Part 1

Type of Review Requested

- ☐ General Plan Amendment
☐ General Development Plan ☐ New (or) ☐ Amendment
☐ SPA/Specific Plan ☐ New (or) ☐ Amendment
☒ Zone Change
☐ Tentative Subdivision Map
☐ Annexation
☐ Other: _____

STAFF USE ONLY

Case #: PCZ-06-04
 Filing Date: 11-04-05 By: LT
 Assigned Planner: Alvarez
 Receipt #: 002-00149948
 Project Account: BA-208
 Deposit Account: 1276
 Related Cases: PCS-06-06, PCC-06-026
PCC-06-35, LS-06-008

Application Information

Applicant Name: Creekside Vistas, LLC c/o Douglas Wilson Companies
 Applicant Address: 450 B Street, Suite 1900 San Diego, CA 92101
 Contact: Terry R. Plowden Phone: 619-641-1141
 Applicant's Interest in Property (If applicant is not the owner, the owner's authorization signature at the end of this form is required to process this request.) ☐ Own ☐ Lease ☒ In escrow ☐ Option to purchase
 Engineer/Agent: Project Design Consultants Address: 701 B Street, Suite 800 San Diego, CA 92101
 Contact: Armando Urquidez Phone: 619-881-2512
 Primary contact is: ☒ Applicant ☐ Agent ☒ Email address of primary contact: tplowden@douglaswilson.com

General Project Description (all types)

Project Name: Creekside Vistas Proposed Use: Multi-family residential/commercial
 General Description of Proposed Project:

167 multi-family residential units with approximately 3,793 square feet of retail space on the ground floor fronting Third Avenue. 10% of the project units will be set aside as affordable housing.

Subject Property Information (all types)

Location/Street Address: West side of Third Avenue between L Street and Moss Street
 Assessor's Parcel #: 619-010-04,-38,-42,-56 Total Acreage: 5.54 ac Redevelopment Area (if applicable): Redevelopment Added Area
 General Plan Designation: Retail and Open Space Zone Designation: CCP and S90
 Planned Community (if applicable): NA
 Current Land Use: Vacant Within Montgomery Specific Plan? ☒ Yes ☐ No

General Plan Amendment

Proposed Land Use Designation: NA
 Justification for General Plan change: _____

**General Development Plan**

General Development Plan Name: _____

Proposed Land Uses / Total Acres:

Commercial / _____ Acres	Industrial / _____ Acres
Parks / _____ Acres	Schools / _____ Acres
Community Purpose / _____ Acres	Circulation / _____ Acres
Public/Quasi / _____ Acres	Open Space / _____ Acres

Residential / Range:

Single Family Detached / _____ to _____ Units _____ Acres
Single Family Attached / _____ to _____ Units _____ Acres
Duplexes / _____ to _____ Units _____ Acres
Apartments / _____ to _____ Units _____ Acres
Condominiums / _____ to _____ Units _____ Acres
TOTALS / _____ to _____ Units _____ Acres

Annexation

Prezoning: _____ LAFCO Reference #: _____

Tentative Subdivision Map

Subdivision Name: Creekside Vistas CV Tract #: TBD
Minimum lot size: NA Number of units: 167 Average lot size: 5.54 ac (one lot)

Zone Change☒ Rezoning ☐ Prezoning ☐ SetbackProposed zoning: S90 to CCP**Authorization**Print applicant name: Creekside Vistas, LLCApplicant Signature: [Signature] Date: 11/1/05

Print owner name*: _____

Owner Signature*: _____ Date: _____

*Proof of ownership may be required. Letter of consent may be provided in lieu of signature.

**General Development Plan**

General Development Plan Name: _____

Proposed Land Uses / Total Acres:

Commercial / _____ Acres	Industrial / _____ Acres
Parks / _____ Acres	Schools / _____ Acres
Community Purpose / _____ Acres	Circulation / _____ Acres
Public/Quasi / _____ Acres	Open Space / _____ Acres

Residential / Range:

Single Family Detached / _____ to _____ Units _____ Acres
Single Family Attached / _____ to _____ Units _____ Acres
Duplexes / _____ to _____ Units _____ Acres
Apartments / _____ to _____ Units _____ Acres
Condominiums / _____ to _____ Units _____ Acres
TOTALS / _____ to _____ Units _____ Acres

Annexation

Prezoning: _____ LAFCO Reference #: _____

Tentative Subdivision Map

Subdivision Name: Creekside Vistas CV Tract #: TBD
Minimum lot size: NA Number of units: 167 Average lot size: 5.54 ac (one lot)

Zone Change

☒ Rezoning ☐ Prezoning ☐ Setback

Proposed zoning: S90 to CCP**Authorization**

Print applicant name: _____

Applicant Signature: _____ Date: _____

Print owner name*: CFREI Limited Partnership, LLLP, an Arizona limited liability limited partnershipOwner Signature*: [Signature] Vice President Date: 11/1/05

*Proof of ownership may be required. Letter of consent may be provided in lieu of signature.



APPLICATION APPENDIX A

Project Description & Justification

Project Name: Creekside Vistas

Applicant Name: Creekside Vistas, LLC

Please fully describe the proposed project, any and all construction that may be accomplished as a result of approval of this project, and the project's benefits to yourself, the property, the neighborhood, and the City of Chula Vista. Include any details necessary to adequately explain the scope and/or operation of the proposed project. You may include any background information and supporting statements regarding the reasons for, or appropriateness of, the application. Use an addendum sheet if necessary.

For all Conditional Use Permits or Variances, please address the required "findings" as listed in the Application Procedural Guide.

The proposed project consists of 167 multi-family residential units and approximately 3,793 square feet of retail space that would be located on the ground floor along Third Avenue within the Montgomery Specific Plan. The proposed project is located on the west side of Third Avenue between L Street and Moss Street and is identified as Assessor Parcels Numbers 619-010-04, -38, -42, and -56. Rice Elementary School and a church border the property to the north/northwest, an auto parts store borders the property to the northeast, the Bayview Behavioral Health Campus borders the property to the southeast, and multi-family residential borders the site to the south and southwest. Directly across the street to the east of the property along Third Avenue is the San Diego Country Club Golf Course. Required approvals for this project include a rezone of a portion of the site from S90 to CCP, design review, a Precise Plan, Tentative Subdivision Map, and a conditional use permit to allow the residential development within the CCP zone.

As mentioned above, the proposed project will include 167 "for sale" residential condominiums, of which 19 units are three story townhomes with attached garages, 56 units are four stories of single-level flats and 92 units are two-story stacked townhomes over a split-level podium with 1.5 levels of parking for 291 cars. In addition, there will be 3,793 square feet of retail space along Third Avenue at the northwest corner of the property. The proposed project will also include a pool and recreation center which will be maintained by a homeowner's association. The residential/retail components will be Type V construction. The podium will be Type I construction.

The proposed project will benefit the surrounding neighborhood by eradicating a homeless camp that has been established on the property, ensuring that housing supply will accommodate future population growth by adding 167 new units in an older established neighborhood, balancing the distribution of new market-rate housing relative to other communities within Chula Vista, providing entry-level housing opportunities to first-time home buyers, providing approximately 17 affordable housing units, and by reducing the number of auto trips by creating opportunities to walk and bike to the nearby school and numerous shopping areas. In addition, the property currently has an assessed value according to the County of San Diego tax rolls of approximately \$800,000. Upon completion, the proposed project is projected to have an assessed value of approximately \$61 million, thus generating an annual tax increment of approximately \$600,000, which will directly benefit the City of Chula Vista.

Application Appendix A Supplement

The following findings can be made for the conditional use permit:

- * That the proposed use at the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the neighborhood or the community;

Creekside Vistas will enhance the livability of Chula Vista through the creation and maintenance of a mixed-use project that will help to promote the City as a stable and economically and socially diverse community. A primary objective of redevelopment is to use tax increment to address blighted conditions. The property currently has an assessed value according to the County of San Diego tax rolls of approximately \$800,000. Upon completion, the proposed project is projected to have an assessed value of approximately \$61 million, thus generating an annual tax increment of approximately \$600,000, which will directly benefit the City of Chula Vista. In addition, this vacant land has been utilized by the homeless as a camp area. The proposed project will eliminate this illegal activity and make the surrounding area much safer for the existing residents, elementary school students, and church.

- * That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;

The approvals required for this project include various conditions and exhibits of approval relevant to achieving compliance with the regulations of the Municipal Code in effect for the project site; and such conditions have been determined by the decision-maker as necessary to avoid adverse impacts upon the health, safety and welfare of the persons residing or working in the area. These conditions include standards that pertain to best management practices, traffic circulation, engineering, utilities, and landscaping. Therefore, based on the above, the project would not result in any significant health or safety risks to the surrounding area.

- * That the proposed use will comply with the regulations and conditions specified in this code for such use;

- * That the granting of this conditional use will not adversely affect the general plan of the city or the adopted plan of any governmental agency.

The granting of the conditional use permit for the proposed project would not adversely affect the City's general plan because it is anticipated that under the General Plan Update, the site will be designated as mixed-use.



APPLICATION APPENDIX B

Disclosure Statement

Pursuant to Council Policy 101-01, prior to any action upon matters that will require discretionary action by the Council, Planning Commission and all other official bodies of the City, a statement of disclosure of certain ownership or financial interests, payments, or campaign contributions for a City of Chula Vista election must be filed. The following information must be disclosed:

1. List the names of all persons having a financial interest in the property that is the subject of the application or the contract, e.g., owner, applicant, contractor, subcontractor, material supplier.

Cockside Vistas, LLC

2. If any person* identified pursuant to (1) above is a corporation or partnership, list the names of all individuals with a \$2000 investment in the business (corporation/partnership) entity.

3. If any person* identified pursuant to (1) above is a non-profit organization or trust, list the names of any person serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

n/a

4. Please identify every person, including any agents, employees, consultants, or independent contractors you have assigned to represent you before the City in this matter.

Terry R. Plowden Kim Sheredy / Armando Urquidez
Douglas Wilson Companies Project Design Consultants

5. Has any person* associated with this contract had any financial dealings with an official** of the City of Chula Vista as it relates to this contract within the past 12 months. Yes ___ No X

If Yes, briefly describe the nature of the financial interest the official** may have in this contract.

6. Have you made a contribution of more than \$250 within the past twelve (12) months to a current member of the Chula Vista City Council? No X Yes ___ If yes, which Council member?



APPLICATION APPENDIX B

Disclosure Statement – Page 2

7. Have you provided more than \$340 (or an item of equivalent value) to an official** of the City of Chula Vista in the past twelve (12) months? (This includes being a source of income, money to retire a legal debt, gift, loan, etc.)
Yes ___ No X

If Yes, which official** and what was the nature of item provided?

Date: 10/27/05


Signature of Contractor/Applicant

Douglas P. Wilson Print or
type name of Contractor/Applicant

- * Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, -or any other group or combination acting as a unit.
- ** Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, employee, or staff members.



APPLICATION APPENDIX C =

Development Permit Processing Agreement

Permit Applicant: Creekside Vistas, LLC
Applicant's Address: C/O Douglas Wilson Companies 450 B Street, Suite 1900, San Diego, CA 92101
Type of Permit: General Plan Amendment, rezone, CLUP, Precise Plan and Vesting T-map
Agreement Date: 10/27/05
Deposit Amount: _____

This Agreement ("Agreement") between the City of Chula Vista, a chartered municipal corporation ("City") and the forenamed applicant for a development permit ("Applicant"), effective as of the Agreement Date set forth above, is made with reference to the following facts:

Whereas, Applicant has applied to the City for a permit of the type aforereferenced ("Permit") which the City has required to be obtained as a condition to permitting Applicant to develop a parcel of property; and,

Whereas, the City will incur expenses in order to process said permit through the various departments and before the various boards and commissions of the City ("Processing Services"); and,

Whereas the purpose of this agreement is to reimburse the City for all expenses it will incur in connection with providing the Processing Services;

Now, therefore, the parties do hereby agree, in exchange for the mutual promises herein contained, as follows:

1. Applicant's Duty to Pay.

Applicant shall pay all of City's expenses incurred in providing Processing Services related to Applicant's Permit, including all of City's direct and overhead costs related thereto. This duty of Applicant shall be referred to herein as "Applicant's Duty to Pay."

1.1. Applicant's Deposit Duty.

As partial performance of Applicant's Duty to Pay, Applicant shall deposit the amount aforereferenced ("Deposit").

1.1.1. City shall charge its lawful expenses incurred in providing Processing Services against Applicant's Deposit. If, after the conclusion of processing Applicant's Permit, any portion of the Deposit remains, City shall return said balance to Applicant without interest thereon. If, during the processing of Applicant's Permit, the amount of the Deposit becomes exhausted, or is imminently likely to become exhausted in the opinion of the City, upon notice of same by City, Applicant shall forthwith provide such additional deposit as City shall calculate as reasonably necessary to continue Processing Services. The duty of Applicant to initially deposit and to supplement said deposit as herein required shall be known as "Applicant's Deposit Duty".

2. City's Duty.

City shall, upon the condition that Applicant is not in breach of Applicant's Duty to Pay or Applicant's Deposit Duty, use good faith to provide processing services in relation to Applicant's Permit application.

2.1. City shall have no liability hereunder to Applicant for the failure to process Applicant's Permit application, or for failure to process Applicant's Permit within the time frame requested by Applicant or estimated by City.



Development Permit Processing Agreement – Page 2

2.2. By execution of this agreement Applicant shall have no right to the Permit for which Applicant has applied. City shall use its discretion in valuating Applicant's Permit Application without regard to Applicant's promise to pay for the Processing Services, or the execution of the Agreement.

3. Remedies.

3.1. Suspension of Processing

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to suspend and/or withhold the processing of the Permit which is the subject matter of this Agreement, as well as the Permit which may be the subject matter of any other Permit which Applicant has before the City.

3.2. Civil Collection

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to collect all sums which are or may become due hereunder by civil action, and upon instituting litigation to collect same, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. Miscellaneous.

4.1 Notices.

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested at the addresses identified adjacent to the signatures of the parties represented.

4.2 Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

4.3. Multiple Signatories.

If there are multiple signatories to this agreement on behalf of Applicant, each of such signatories shall be jointly and severally liable for the performance of Applicant's duties herein set forth.

4.4. Signatory Authority.

This signatory to this agreement hereby warrants and represents that he is the duly designated agent for the Applicant and has been duly authorized by the Applicant to execute this Agreement on behalf of the Applicant. Signatory shall be personally liable for Applicant's Duty to Pay and Applicant's Duty to Deposit in the event he has not been authorized to execute this Agreement by Applicant.

4.5 Hold Harmless.

Applicant shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees, from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including without limitation attorneys' fees) arising out of City's actions in processing or issuing Applicant's Permit, or in exercising any discretion related thereto including but not limited to the giving of proper environmental review, the holding of public hearings, the extension of due process rights, except only for those claims, suits, actions or proceedings arising from the sole negligence or sole willful conduct of the City, its officers, or employees known to, but not objected to, by the Applicant. Applicant's indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgement or not. Further, Applicant, at its own expense, shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Applicant's indemnification of City shall not be limited by any prior or subsequent declaration by the



Development Permit Processing Agreement – Page 3

Applicant. At its sole discretion, the City may participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant of any obligation imposed by this condition.

4.6 Administrative Claims Requirements and Procedures.

No suit or arbitration shall be brought arising out of this agreement against the City unless a claim has first been presented in writing and filed with the City of Chula Vista and acted upon by the City of Chula Vista in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

Now therefore, the parties hereto, having read and understood the terms and conditions of this agreement, do hereby express their consent to the terms hereof by setting their hand hereto on the date set forth adjacent thereto.

Dated: _____

City of Chula Vista
276 Fourth Avenue
Chula Vista, CA

By: _____

Dated: 11/1/05

Creekside Vistas, LLC
450 B Street, Suite 1500
San Diego, CA 92101

By: [Signature]